

Bill Wurdeman
PO Box 369
Hwy. 60 N.E.
Worthington, MN 56187
Telephone: 800-642-4415
Fax Number: 507-376-3914

With respect to all other notices required by the Contract, to:
Dennis Henley, President
Swift & Company
822 7th Street, Suite 220
Greeley, CO 80631
Fax No.: (970) 395-8870

ARTICLE 13 - WAIVERS

Section 13.01

Failure of Buyer or Seller to insist upon strict performance of any of the terms and conditions hereof, or failure or delay to exercise any right or remedies provided herein, or by law, or the acceptance of payment for any goods hereunder, shall not release either party from any of the warranties or obligations of this Contract, and shall not be deemed a waiver of any right by either party to insist upon strict performance hereof, or any of its rights or remedies as to any such goods regardless when shipped, received or accepted, or as to any prior or subsequent default hereunder, nor shall any purported oral modification operate as a waiver of any of the Contract terms.

ARTICLE 14 - INTERPRETATION AND ASSIGNMENT

Section 14.01

The article headings in this Contract are for convenience only, and shall not be considered a part of or used in the interpretation of this Contract.

The exhibits referred to herein and attached hereto shall be considered a part of this Contract as if they were set forth in full in the body of this Contract.

This Contract may not be assigned in whole or in part by Seller without the prior written consent of Buyer, provided, however, that such consent may not be unreasonably withheld. Buyer may assign all or a portion of its rights hereunder. Any assignment will not relieve the assignor from any of its obligations created hereunder; and any assignee shall become liable for all the terms and conditions of this Contract as if such party was signatory to the Contract.